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Folder ORGANIZATION

MEMORANDUM OF AGREEMENT

BETWEEN THE

DEPARTMENT OF THE AIR FORCE

AND THE

DEFENSE NUCLEAR AGENCY

ON THE

PLAN FOR TRANSFER OF ENIWETOK ATOLL

SI EC/XPS 2604

DNA

19 October 1973

✓ Captain Gay

✓ Mr. Carlson

✓ CDR Wolff

✓ Major Johnson

✓ Major Giannetta

✓ Mr. Cornwell

*Assigned Responsibility*

1. INTRODUCTION:

A. The Eniwetok Auxiliary Airfield, including the total Eniwetok Atoll, Marshall Islands is assigned to the Commander, Space and Missile Test Center (SAMTEC), Space and Missile Systems Organization, Air Force Systems Command, U. S. Air Force. The primary Air Force needs for the atoll have been satisfied and the Air Force is willing to transfer the facility including all real property, equipment and supplies in place, and unexpended programmed

FY 1974 funds. — and programmed FY75 funds as well as funds for that support rendered to Eniwetok on a nonreimbursable basis in accordance with existing DFEI-4

B. The Director, Defense Nuclear Agency (DNA) has been designated as the Department of Defense representative to work with the Atomic Energy Commission and the Department of Interior in the program of cleanup and rehabilitation of Eniwetok. Furthermore, DNA has been directed to accept the transfer of the Eniwetok Atoll from the U. S. Air Force and assume the responsibilities for operating and maintaining the Eniwetok Auxiliary Airfield commencing

1 January 1974 and continuing until the atoll can be transferred to the Department of Interior for eventual restoration to the indigenous peoples.

2. REFERENCES:

Spec. A. Assistant Secretary of Defense, Memorandum for the Secretary of the Air Force Director Defense Nuclear Agency, Subj: Amplification of Responsibilities in Regard to Eniwetok, dated 29 Sep 1973.

Is. B. Assistant Secretary of Interior letter to Director Office of Management and Budget, dated 17 August 1973.

Doc. C. Agreement between Atomic Energy Commission and Department of Defense for transfer of Eniwetok Proving Ground, signed 30 June 1960.

D. Memorandum of Agreement between the Atomic Energy Commission and the HQ Space and Missile Test Center (SAMTEC/XPS 2103) dated 3 Nov 1971, as amended 10 Nov 1972.

E. Loan Agreement between Atomic Energy Commission, Nevada Operations Office and the Space and Missile Test Center (SAMTEC/XPS 2107) signed 31 Jan 1973.

F. Memorandum of Agreement between Space and Missile Test Center and 61st Military Airlift Support Wing (MAC) Hickam AFB, Hawaii (SAMTEC/XPS 2215), dated 1 May 1973.

G. USAF Host-Tenant Support Agreement between 15th Air Base Wing (PACAF) and the Space and Missile Test Center (SAMTEC/XPS 2229) dated 30 Jun 1973.

H. Support Agreement between U. S. Army Support Command, Hawaii and Space and Missile Test Center (SAMTEC/XPS 2317) dated 1 Feb 1973.

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includes  
TAH

I. Support Agreement between U. S. Army Safeguard System Command and Space and Missile Test Center (SAMTEC/XPS 2325) dated 24 Sep 71.

J. Support Agreement between Naval Supply Center, Pearl Harbor and Space and Missile Test Center (SAMTEC/XPS 2812) dated 1 Jul 1973.

K. Agreement between Air Force Western Test Range, Pacific Air Force Base Command, and Government of the Trust Territories of the Pacific Islands (AFWTR/WTLO 2903) dated 9 Mar 1965.

L. Interservice Support Agreement between U. S. Coast Guard, Fourteenth Coast Guard District and Space and Missile Test Center (SAMTEC/XPO 3007) dated 1 Oct 1970.

M. Technical Plan for Geologic and Geophysical Investigation of Eniwetok Atoll and Eniwetok Nuclear Craters. Project EXPOE (Exploratory Program on Eniwetok) 1 Jun 1973 (Air Force Weapons Laboratory).

### 3. ASSUMPTIONS:

A. The development of this plan at this time must necessarily be based upon certain assumptions of decisions not yet made. It is agreed that the following assumptions appear to be valid and rational; it is not the intent to influence such decisions by approval of this document. If future decisions should be made contrary to these, the related portions of this plan will be modified accordingly.

B. The Department of Defense will be designated to budget and fund for major portions of the cleanup and rehabilitation program.

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C. The effective time of the transfer of the Eniwetok Atoll from the Air Force to DNA will be 1200 hours, 1 January 1974 Eniwetok time (Greenwich time minus 12 hours).

D. Negotiations with the Department of Interior for any Air Force needed residual rights to real estate in the Atoll will be conducted by personnel from the Headquarters, U. S. Air Force in cooperation with the DNA.

E. DNA assume the existing Air Force contract with Management and Technical Services Company (MATSCO), #FO4701-72-C-0161 for the operation and maintenance of the Eniwetok Auxiliary Airfield in "caretaker" status, as amended.

F. DNA will assume the responsibilities of managing support provided to other tenants and programs as delineated in ANNEX 3 - Agreements. DNA and the O&M contractor will require support from other DOD organizations as delineated in ANNEX 3 - Agreements.

G. Deputization of Deputy Sheriffs at Eniwetok will continue to be required and authorized by the Governor of the Trust Territories of the Pacific Islands.

H. The Air Force (SAMTEC) will transfer to DNA <sup>an incrementally</sup> funded contract and <sup>unexpended funds</sup> \$124,500 for the continued operation and maintenance (caretaker status) of the facility through 30 Jun 1974.

I. Air Force and SAMTEC Regulations, directives, etc., will remain in effect as guidance until replaced or modified by DNA.

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J. SAMTEC personnel will cooperate fully with and assist DNA upon request to the maximum of their capabilities and availabilities. Both activities will exert their best efforts to develop by 1 November 1973 a schedule of actions that must be accomplished jointly and individually in order to complete a smooth transfer on 1 January 1974.

K. Property, facilities, equipment, supplies, etc., will be inventoried jointly on-site during a two-week period in December 1973. *TPI?*

4. SUMMARY:

*USAF + Dept of Int discussing  
by legal types*

A. DNA will exert its best efforts to accept the transfer of responsibilities for management and operation of the Eniwetok Auxiliary Airfield from SAMTEC effective 1 January 1974. SAMTEC will transfer the facility to DNA as a complete operational entity including the O&M contract, balance of FY 74 funds, all facilities, equipment and supplies on site. *or in the pipeline.* Upon DNA request, SAMTEC will provide advice and staff assistance to DNA to the maximum extent practicable.

B. DNA will continue to support the existing tenants and programs; DNA will continue to make available to the O&M contractor those government furnished supplies and services committed to SAMTEC by agreements. These relationships with other organizations will continue only for such time as required by DNA to make separate arrangements.

C. It is recognized that the phase-over of functions may require 30 to 90 days after 1 January 1974; during this time SAMTEC will not unilaterally

terminate any agreements, contracts or other arrangements that will jeopardize DNA operations at Eniwetok.

5. ANNEXES ATTACHED:

1. Funds
2. Contracts
3. Agreements
4. Real Property/Real Property Installed Equipment
5. Logistics
6. Communications
7. Criminal Law
8. Manpower and Assistance
9. Schedules

6. GENERAL PROVISIONS:

This agreed Plan becomes effective <sup>for planning</sup> ~~on 1 November 1973~~ <sup>and for implementation as spelled out earlier</sup> ~~when~~ as approved by the ~~Director, Defense Nuclear Agency and the Commander, Space and Missile Test Center with the concurrence of the Chief of Staff, U.S. Air Force.~~ <sup>Department of the</sup>

It will continue in effect for record purposes until 30 June 1974. Any changes to this Plan must be made by negotiation and approval of an amendment or revision.

7. APPROVALS:

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Date \_\_\_\_\_

\_\_\_\_\_  
Commander, SAMTEC  
Vandenberg AFB, CA 93437

Date \_\_\_\_\_

Director, DNA  
Washington, D. C. 20305

8. CONCURRENCE:

Date \_\_\_\_\_

Chief of Staff  
U. S. Air Force

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Annex 1 - FUNDING

1. GENERAL:

A. The SAMTEC and the DNA agree to the following financial arrangements for the transfer.

B. Effective 1 January 1974, the SAMTEC will transfer, to the DNA, funds in the amount of \$87,500 to cover Government Furnished Materials, \$3,500 for KMR support of Eniwetok, and \$33,500 for other contract tasks for the period 1 January 1974 through 30 June 1974. In addition, the DNA will assume full responsibility for the contract which has been funded as follows:

2. BASIC CONTRACT:

The current basic contract for FY 1974, as negotiated, is fully funded in the amount of \$345,000 with \$285,000 for labor costs and \$60,000 for contractor commercial procurement of supplies and materials.

3. OTHER CONTRACT EFFORT:

A. All other SAMTEC requirements negotiated with the contractor prior to 1 January 1974 will be fully funded by the SAMTEC.

B. All requirements of organizations other than the SAMTEC received by the SAMTEC Contracting Officer prior to 1 December 1973, will be negotiated

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by the SAMTEC and funded as fully as funds received from these other organizations are available. It will be the responsibility of the DNA to take any necessary action to obtain the required funds from such other organizations.

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Annex 2 - CONTRACTS

1. SAMTEC

Received:

1. The operation and maintenance of the Eniwetok Auxiliary Airfield is performed by the Management and Technical Services Company under Contract

Reference:

#F04701-72C-0161. SAMTEC will execute a modification to this contract

2. TNL

which will serve to transfer the contract in its entirety to the Defense

Contract:

Nuclear Agency. The transfer will include all government furnished property and equipment in custody of the contractor at Eniwetok, Marshall Islands.

3. SAMTEC

4. TNL

2. DNA will assume the complete responsibility for the administration, management and funding of the contract on 1 January 1974. SAMTEC contract expenditures will cease upon DNA assumption of these responsibilities.

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1. SAMTEC has various agreements by which the SAMTEC O&M Contractor receives and supplies support. These agreements are listed in References as items C through K.

2. DNA will require various agreements by which the DNA O&M Contractor will receive and supply support.

3. SAMTEC will contact all agencies concerned and advise that continuing support received by SAMTEC for Eniwetok should be provided to DNA until such time as DNA can negotiate their separate agreements.

[The support provided in this manner shall not continue beyond 1 Apr 1974.]

*Target*

4. SAMTEC will contact all agencies concerned and advise that continuing support provided by SAMTEC will be provided by DNA until such time as DNA negotiates their separate agreements.

5. DNA will continue to receive and supply support under existing SAMTEC agreements until such time as DNA negotiates new agreements.

6. The following list of agreements are listed by SAMTEC number for identification of support either supplied or received by SAMTEC:

a. Support supplied by SAMTEC:

SAMTEC/AEC (PASO) *revised base opt for studies & surveys* SAMTEC/XPS 2103

SAMTEC/61NASWG *provides MAC up* SAMTEC/XPS 2215

SAMTEC/U S Coast Guard *revised base opt* SAMTEC/XPS 3007

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b. Support received by SAMTEC:

SAMTEC/AEC (HVOO) - *loan of generators* SAMTEC/XPS 2107

SAMTEC/15ABWG - *used* SAMTEC/XPS 2229

SAMTEC/USASC/HAV - *fuel supplies* SAMTEC/XPS 2317

SAMTEC/SAFSCOM - *energy* SAMTEC/XPS 2325

SAMTEC/NSC/PH - *perishable  
substantive* SAMTEC/XPS 2812

SAMTEC/HICOM - *low order* SAMTEC/XPS 2903

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Annex 4 - REAL PROPERTY/REAL PROPERTY INSTALLED EQUIPMENT

1. SAMTEC will prepare DD Form 1354 (Transfer of Contruction) for the transfer of real estate and facilities to DNA. SAMTEC will prepare the Certificate of Transfer of Accountability from SAMTEC to DNA.
2. DNA will accomplish signatory approval on the documents listed above.
3. Accomplishment of these documents will consummate the transfer of all Real Property/Real Property Installed Equipment at Eniwetok AAF.

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*Rewrite*

Annex 5.- LOGISTICS

1. General. Custody and accountability of all equipment and supplies currently assigned to the Eniwetok contractor (MATSCO) property account and Air Force equipments assigned to SAMTEC will be transferred in place to the Defense Nuclear Agency (DNA). A joint inventory of all equipment and supplies will be conducted, if required, by the DNA prior to formal transfer. The SAMTEC does not desire to retain any equipment, except that which is currently on loan to SAMTEC (see para 6 below) and not assumed by the DNA.

*They don't want - if we do  
then its up to us to  
make arrangements*

2. Vehicles:

|            |    |
|------------|----|
| Authorized | 24 |
| On Hand    | 24 |
| Excess     | 2  |
| Shortage   | 2  |

3. Watercraft:

|                     |   |               |
|---------------------|---|---------------|
| LCM-6               | 1 | (see para. 6) |
| 17.5' Boston Whaler | 1 |               |

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4. Capital Equipment: 2500 line items (Estimated Value \$1,843,000)

5. Supplies: 2112 line items (Estimated Value \$146,000)

6. Equipment Loans:

- |  |   |
|--|---|
| 60 KW Generator from SMAMA             | 1 |
| 1. SAM750 KW Solar Generators from AEC | 2 |
| LCM-6 from U S Navy                    | 1 |
| 2. SAMTEC                              |   |

7. Station Numbers: SAMTEC will cancel the AFLC assigned station numbers (EY3504 and EY3505) as of 31 Dec 1973. DNA will establish new codes.

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Annex 6 - COMMUNICATIONS

1. SAMTEC will transfer, in place, the existing HF equipment.
2. SAMTEC will transfer, in place, the existing UHF air-to-ground equipment.
3. SAMTEC will transfer, in place, the existing IRIG timing equipment.
4. SAMTEC will cancel all frequencies assigned for use at Eniwetok ~~on January 1974.~~ *1 Jan 1974* *need to get w/Commo*
5. DNA will be responsible for obtaining frequencies for subsequent use through DNA command channels.
6. Communications from Eniwetok to CONUS will not be provided by SAMTEC, after 1 January 1974.
7. SAMTEC will not provide a HF trunk capability.
8. SAMTEC will not provide Depot Level Maintenance (DLM) for the installed equipment.
9. SAMTEC will provide a listing of installed equipment to be transferred to DNA.

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10. It is assumed that DNA will utilize a satellite system similar to that previously provided in support of DNA operations at Eniwetok. DNA will be responsible for acquiring this system.

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Annex 7 - CRIMINAL LAW

1. The legal code of the Trust Territories of the Pacific Islands is applicable to all personnel on Eniwetok Atoll and adjacent territorial waters. By reference 2.k. it was agreed that criminal law jurisdiction over military personnel would be administered by the 15ABWg (formerly known as the Pacific Air Force Base Command) under the Uniform Code of Military Justice. The authority and procedures for administration of criminal law to all civilian personnel is set forth in this agreement, including procedures for detention, examination, trial, and confinement.

2. It is presumed that DNA will assume the authority and total responsibilities set forth in this agreement, reference 2.k., until such time as separate arrangements can be made with the 15ABWg and the Governor, Trust Territories of the Pacific Islands, by DNA.

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Annex 8 - MANPOWER AND ASSISTANCE

1. SAMTEC has no personnel committed or available for the management or support of the O&M operation at Eniwetok. Military and civilian personnel allocations previously assigned to the management of Eniwetok in a full operational status were deleted by previous manpower cuts. SAMTEC staff and management functions relative to the "caretaker" operation have since been performed by the tasking of personnel performing other functions.

2. The HQ USAF and SAMTEC staffs will provide all available advice and assistance to DNA in the smooth transfer of the Eniwetok AAF. SAMTEC regulations, directives, records, and significant correspondence affecting the transfer or subsequent DNA management of the Atoll will be made available on site and/or at HQ SAMTEC, Vandenberg AFB, CA. All reasonable DNA requests for copies will be honored.

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3. DNA will provide all civilian and military personnel necessary for the continued management of the operation and maintenance of the Eniwetok AAF subsequent to 1 Jan 1973. If DNA manpower resources are inadequate, DNA will seek augmentation from sources other than SAMTEC and the United States Air Force.